



**Spokane International Airport**  
**Request for Proposals (RFP)**

for

**Landside Snow Removal Services**

| <b>Pre-Proposal Meeting</b>   |   |   |
|---|---|---|
| There is no Pre-Proposal meeting or call scheduled. This RFP is intended to be complete   |   |   |
| <b>Contact Person for Questions</b>   |   |   |
| Questions should be directed only to:<br><br>Jeff Collins<br>Manager, Parking & Ground Transportation   | <u>Telephone number:</u><br>509-455-6464<br><br><u>Email address:</u><br><a href="mailto:jeffc@spokaneairports.net">jeffc@spokaneairports.net</a> |   |
| <b>Deadline for Submission of Questions</b>   |   |   |
| Questions must be submitted to the individual named above no later than:<br><br>08/09/2017 @ 4 PM (PST)   |   |   |
| <b>Proposal Submission Place and Deadline</b>   |   |   |
| Submit one original and five copies of the written Proposal in a sealed envelope clearly marked "Landside Snow Removal Services".<br><br>Deliver to:<br>Spokane International Airport<br>9000 W. Airport Drive, Room 204<br>Spokane, WA 99224<br>Attn: Jeff Collins | <u>Date:</u><br>08/16/2017  | <u>Time:</u><br>10:00 AM (Pacific Time) |

**Spokane International Airport**  
**Request for Proposals (RFP)**

for

**Landside Snow Removal Services Parking Lots & Ground  
Transportation & Common Use Roadways**

The Spokane Airport Board (hereinafter the "Airport") is soliciting Proposals from qualified professional firms (hereinafter "Proposers") to provide Landside Snow Removal Services for Airport surface parking lots, Rental Car Ready/Return Area (hereinafter "RAC") and Common Use Roadways at the Quick Turn Around Facility (hereinafter "QTA") and at other specified locations at Spokane International Airport, (hereinafter "SIA").

**Background Information**

The Airport owns and operates on site public parking facilities at SIA. The parking facilities consist of two garages, three surface lots, two employee lots and three meter lots. These surface lots account for over 1.6 million square feet of asphalt.

The RAC/QTA is occupied by six rental car agencies operate eight rental car brands at SIA. The agencies operate on Airport property although most have other locations in the region.

The first snowfall of winter for SIA usually arrives in November. Occasionally October may get a dusting of fresh snow. The season's last snowfall most often happens in March.

Normal snowfall for SIA from October to March is 43.8". SIA in the winter of 2016-2017 received 61" of snowfall. For SIA snow mostly accumulates during December through February.

**Schedule**

The following is the schedule for this RFP process (which is subject to change):

| <b>Date</b>              | <b>Description</b>                                  |
|--------------------------|---|
| 07/30/2017               | Issuance & Advertisement of RFP                     |
| 08/09/2017 @ 4 PM (PST)  | Deadline for Submission of Questions                |
| 08/11/2017               | Deadline for Airport's Posting of addenda/questions |
| 08/16/2017 @ 10 AM (PST) | Proposal Submission Deadline (Due Date)             |
| 08/17/2017               | Review of Proposals by internal panel               |
| 08/21/2017               | Notify Finalist(s)                                  |

|              |   |
|--------------|---|
| TBD          | Presentations or Interviews, if necessary   |
| 09/28/2017   | Airport Board Action to Award Contract      |
| ASAP         | Successful Proposer Execution of Contract   |
| Upon Return  | Airport Execution of Contract               |
| October 2017 | Commencement of Services Under the Contract |

**Term of Contract**

The Airport requires Proposers to offer the services identified in this RFP for three (3) years with the Airport’s option to renew for two (2) additional one (1) year terms. The Airport reserves the right, at its sole discretion, to terminate services or continue services from one period to another. For Proposer’s review, attached (Attachment D) is a SAMPL version of the Airport’s standard contract which will be utilized.

**Funding Source(s)**

The work to be performed will be funded with Airport General Funds.

**Scope of Work**

The Proposer selected based on this RFP process shall be expected to perform the following tasks:

1. For all areas, (hereinafter “Premises”), designated for snow removal, Airport Staff (hereinafter “Parking & Ground Transportation Personnel”) shall notify the Proposer when Snow Removal Services are required.
2. Proposers are required to ensure all of Proposer’s foreman have communication to be able to communicate with Parking & Ground Transportation Personnel at all times. Proposer is required to specify type of communication equipment that will be utilized during this contract.
3. It is understood the Proposer shall be on call on a twenty-four (24) hour basis and the Parking & Ground Transportation Personnel shall determine when snow removal services are required. The Proposer must be on the Premises and providing said services no later than forty-five (45) minutes from being notified by Parking & Ground Transportation Personnel. Failure to be on the Premises within the designated time period shall result in liquidated damages being assessed against the Proposer. Said liquidated damages shall be assessed for every thirty (30) minute period the Proposer is not on the Premises after the forty-five (45) minutes have lapsed. The Airport shall deduct two (2) hours of service for each thirty (30) minute period that the Proposer is not on the Premises. The hourly rate of liquidated damages shall be the average of the composite hourly rates submitted by Proposer.

4. **Location:** The Premises for snow removal (as identified on Attachment B) include the following areas:
- ❖ Airport Surface Parking Lots
    - Entrance and Exits
    - C Concourse Lot
    - Outside Parking Lot
    - Economy Parking Lot
  - ❖ Garage Parking
    - Entrance and Exits
    - Helix
    - Other Common Use Roadways
  - ❖ Employee Parking Lot
    - Entrance and Exits
    - Flint Lot
  - ❖ RAC/QTA
    - Entrance and Exits
    - Parking Stalls Upon Relocation of Rental Cars
    - Common Use Roadways
  - ❖ Other/Miscellaneous
    - Irv Reed Event Center Parking Lot
    - Hourly Lot and Taxi Queuing
    - Other Common Use Roadways (as assigned)
5. **Snow Storage Area:** Proposer shall be responsible for stacking and removing snow from Premises as it is plowed and shall utilize areas designated by the Airport as identified on Attachment B.
- The location of the snow staging area are subject to change by the Airport at any time. A Parking & Ground Transportation Personnel will notify the proposer of any changes to the snow storage area.
  - Proposer is required, at all times, to maintain a minimum ten (10) foot separation between the Airport's Security Fence and equipment placement and stacking of snow.
6. **Equipment List:** The Proposer shall have the following items staged at the SIA between October 15<sup>th</sup> and April 15<sup>th</sup> (each calendar year).
- Four (4) Front End Loaders for moving, stacking and loading snow
  - Five (5) Plow Trucks with 10' or 12' plow
  - Two (2) Full Size 15 Yard Dump trucks for hauling snow
  - Laborers (Snow Blowers/Brooms/Shovels)
- ❖ All vehicles must have operating yellow beacon lights
7. **Staffing:** The Proposer shall have the following staffing available during a snow event.

- One (1) Superintendent On-Site (Main Point of Contact)
- Eleven (11) Operators (Front End Loaders & Plow/Dump Trucks)
  - *Must possess a valid Commercial Driver's License (CDL)*
- Three – Five (3-5) Laborers (Snow Blowers/Brooms/Shovels) upon request by Parking & Ground Transportation Personnel.

|                            |
|----------------------------|
| <b>Evaluation Criteria</b> |
|----------------------------|

The Airport will evaluate Proposals received based on the following evaluation criteria and will score Proposals up to the maximum number of points as noted for each evaluation criterion.

The Proposer must include in its Proposal the information noted in the evaluation criteria and must demonstrate how the firm meets the evaluation criteria.

| <b>Evaluation Criteria</b>  | <b>Weighting<br/>(Maximum<br/>Points)</b> |
|---|---|
| <p>1) <u>Proposal Information Form</u>: The Proposal Information Form, included in Attachment A to this RFP, must be completed, submitted, and signed as part of your Proposal. You must include the name and contact information of the individual in your firm that the Airport should contact regarding questions about your Proposal and scheduling a potential interview. The contact information should include the following: name of individual, title (Mr., Ms., etc.), firm name, address (city, state, zip code), telephone number, e-mail address.</p>  | <u>5</u>                                  |
| <p>2) <u>Cover Letter</u>: A cover letter expressing interest, addressing, at a minimum, the following.</p> <p style="margin-left: 20px;">a) <u>Executive Summary</u>: A high level, executive summary of your firm's relevant qualifications and experiences, as well as the relevant experiences of key staff proposed for this project in performing similar services.</p> <p style="margin-left: 20px;">b) <u>Firm Size and Workload</u>: Outline the size of your firm and discuss your capability to manage a project of this size and scope within the identified time frame, relative to your current workload.</p> <p style="margin-left: 20px;">c) <u>Finances</u>: Discuss your firm's financial and organizational stability.</p> <p>The cover letter must be signed in ink by an authorized representative of the Proposer who is authorized to execute contractual agreements and/or commitments on behalf of the Proposer.</p> | <u>5</u>                                  |

|  |            |
|--|------------|
| <p>3) <u>Staff Experience and Availability:</u> A description of the staff proposed for performing the work as outlined in this RFP that demonstrates relevant experience from other projects, including but not limited to the equipment, Superintendent and personnel that will perform the Scope of Work set forth in this RFP.</p> <p>a) Experience should include landside snow removal at airports of similar size and operation as the Airport and the services contemplated by this RFP. Experience should also include landside snow removal in winter weather and conditions similar to that customarily experienced by the Airport. Submit resumes of proposed staff, if available. Discuss your proposed team members' availability and commitment for the duration of this project.</p> | <u>25</u>  |
| <p>4) <u>Relevant Experience of the Firm:</u> Demonstrated expertise and experience in Snow Removal Services. Include in the discussion the following items:</p> <p>a) Demonstrate a minimum of 5 years of verifiable experience in providing such services. Specifically note services provided for airports and the sizes of those airports for which the services were provided.</p> <p>b) Show demonstrated expertise and relevant experience of staff members and / or subcontractors contributing to work.</p>   | <u>20</u>  |
| <p>5) <u>References:</u> At least three references from previous clients for similar work completed by your firm. Cited references should include project name, reference name, title, project role, and current contact telephone number. Refer to the Reference Checks section of this RFP for information about how reference checks will be used in the evaluation process.</p> <p>a) Include in your references work done for other Airports or Airport Authorities, briefly describing the scope and timing of the engagement.</p>   | <u>15</u>  |
| <p>6) <u>Proposed Cost:</u></p> <p>a) Include hourly bill rate(s) for requested services as outlined in the Scope of Work under Equipment List, see Attachment C.</p>  | <u>25</u>  |
| <p>7) <u>Organization of Submission Requirements:</u></p> <p>a) Indexed and tabbed<br/> b) Criteria in order<br/> c) Complete and concise<br/> d) Hold pages to maximum number</p>   | <u>5</u>   |
| <p><b>Total Points</b></p>   | <b>100</b> |

## **Interviews**

Proposers may be required to participate in an interview with and/or make a presentation to the selection committee and/or other Airport personnel with the date and time to be determined. In the event of interviews, the Airport will establish evaluation criteria and weighting for each criterion that will be added to the scores received for the written Proposals as part of making a final selection decision.

## **Submission Requirements**

**Pre-Proposal Meeting:** At the time of publication of this RFP, there is no Pre-Proposal meeting or conference call desired or scheduled. It is the intent of the Airport this RFP, other published information and the question and answer time period is sufficient for Proposers to be able to present a Proposal.

**Proposal Submission Deadline:** One unbound original and five (5) bound copies of the Proposal responding to the information requested in the Evaluation Criteria section of this RFP must be received by the Airport no later than the deadline noted on page 1 of this RFP. Proposals must be delivered to the address indicated on page 1 of this RFP.

**Late Proposals:** Proposals will not be accepted by the Airport after the date and time specified on page 1 of this RFP. In the event that a Proposal is delivered after the Proposal submission deadline, the Proposal will not be accepted or considered and will be returned to the Proposer unopened. The Airport will not be liable for delays in delivery of Proposals due to handling by the U.S. Postal Service, courier services, overnight carriers, or any other type of delivery service. Proposals may be delivered in person or by a delivery service. No verbal, Fax, electronic (e.g. e-mail), telegraphic or telephonic Proposals will be accepted. Proposers are responsible for ensuring that the Airport receives the Proposal at the designated location by the deadline stated on page 1 of this RFP.

### **Submission Requirements:**

- Proposals and their sealed packaging (boxes or envelopes) should be clearly marked with the name and address of the Proposer and should be marked with the name of this RFP as indicated on page 1 of the RFP.
- The bound Proposals should be in an 8 1/2" by 11" format, using a minimum 12-point type size.
- The Airport strongly encourages the use of recyclable materials in the submission of Proposals.
- Proposers are encouraged to "double side" the printing of their Proposals; however, for the purposes of any page limitations of the Proposal outlined in the RFP, one side of a printed page is considered one page. The Airport will not

review or evaluate pages in a Proposal that are in excess of any RFP page number limitation for a specific section of the Proposal.

**Organization of Proposals:** Proposals must address each of the evaluation criteria in this RFP in a clear, comprehensive, and concise manner. Proposals must include an index, be clearly separated with tabs, (tabs are not considered as a page for the purpose of any page limitations) labeled by response to specific evaluation criteria, and addressed in the same order as included in the RFP. Proposals should be prepared as simply as possible and provide a straight-forward, concise description of the Proposer's capabilities to satisfy the requirements of the RFP. Expensive bindings, color displays, promotional material, etc. are not necessary or desired. Emphasis should be concentrated on accuracy, completeness, and clarity of content. To this end, complete and concise Proposals should not exceed twenty (20) pages.

**Clear and Responsive Proposals:** The Airport has made every effort to include enough information within this RFP for a firm to prepare a responsive Proposal. Proposers are encouraged to submit the most comprehensive and competitive information possible. Proposals that do not respond completely or sufficiently to the evaluation criteria in this RFP may be rejected as non-responsive, or will receive correspondingly lower scores for those criteria, which may result in the Proposal not scoring high enough to be considered further.

**Questions About RFP:** Questions regarding this RFP should be addressed solely to the individual identified on page 1 of this RFP. Questions must be submitted in writing prior to the deadline indicated on page 1 of this RFP. It will be the sole responsibility of Proposers to ensure questions are submitted in a timely manner. Answers to questions, other clarifications and/or addendums will be posted on the Airport's website as addenda per the schedule on pages 1 and 4 of this RFP. The Airport may determine that a Proposal is non-responsive if the Proposer has had contact with any other representative of the Airport.

**Addenda:** Verbal communications and emails from the Airport, its staff, agents, Airport members, employees or outside advisor, or any other person associated with this RFP shall not be binding on the Airport and shall in no way modify any provision of the RFP. Only formally issued addenda shall modify the terms of this RFP. Any addenda issued for this RFP will be published at the following website address:

<http://business.spokaneairports.net/rfp/>

Proposers are responsible for checking the website prior to submission of Proposals for any addenda. If you are unable to download the addenda, you may contact the individual noted on page 1 of this RFP. Receipt of addenda must be acknowledged by Proposers on the Proposal Information Form that must be submitted with the Proposal.



## **Selection Process**

**Selection Process:** The Proposals will be reviewed by an evaluation committee and the highest rated firms may be invited to an interview. The selected firm will be invited to enter into negotiations with the Airport. If the Airport and the selected firm cannot agree on terms that are fair and reasonable, the Airport may terminate negotiations and enter into negotiations with the next highest rated firm.

**Rights Reserved:** The Airport reserves the following rights:

1. To waive as an informality any irregularities in Proposals and/or to reject any or all Proposals.
2. To extend the date for submittal of responses.
3. To request additional information and data from any or all Proposers.
4. To supplement, amend, or otherwise modify the RFP through addenda issued.
5. To cancel this RFP with or without the substitution of another RFP.
6. To reissue the RFP.
7. To make such reviews and investigations, as it considers necessary and appropriate for evaluation of the Proposals.
8. To not select the highest rated firm if the proposed price is more than the Airport's budget for the work.
9. To reject any Proposal in the event that the Airport's analysis of the Proposer's financial status and capacity indicates, in the Airport's judgment, that the firm is not able to successfully perform the work.
10. To cancel the RFP process in the event only one Proposal is received by the deadline.
11. To establish a revised deadline for submission of Proposals in the event only one Proposal is received by the deadline.

**Reference Checks:** The Airport reserves the right to conduct reference checks for firms submitting Proposals, either before or after Proposals have been evaluated, and/or after interviews have been held. In the event that information obtained from the reference checks reveals concerns about a firm's past performance or their ability to successfully perform the contract to be executed based on this RFP, the Airport may, at its sole discretion, select a different firm whose reference checks validate the ability of the firm to successfully perform the contract to be executed based on this RFP. In conducting reference checks, the Airport may include itself as a reference if the firm has performed work for the Airport, even if the firm did not identify the Airport as a reference, and may conduct reference checks with others not identified by the Proposer.

## **Protest and Appeal Procedures**

**Deadline for Protests and Appeals:** The following deadlines for filing protests and appeals based on this RFP shall apply:

1. First level (RFP): Any protest related to the requirements of this RFP must be received by the RFP Contact Person noted on page 1 no later than three (3) business days before the Proposal submittal deadline.
2. Second level (Award): Any protest related to the award of a contract based on this RFP or protest of a decision by the Airport to reject a Proposal must be received by the Airport's General Counsel within three (3) business days after notification to the protesting party that it was not awarded a contract or its Proposal was rejected.

### **Form and Manner of Filing:**

1. In Writing: All protests and appeals must be in writing, signed, and specify the reasons and facts upon which he protest or appeal is based. Failure to raise any reason or fact upon which the protest or appeal is based shall constitute a waiver and/or forfeiture of such reason or fact for protest or appeal.
2. File with the appropriate personnel noted in section "Deadline for Protests and Appeals". All protests and appeals must be filed with the Spokane International Airport, Attention: Contact Person noted on page 1 (first level) or General Counsel (second level), 9000 W. Airport Drive, Suite 204, Spokane, WA 99224.

### **Airport's Review of Protests and Appeals**

1. The Director of the Airport department publishing the RFP along with the Airport General Counsel shall review and investigate properly and timely filed protests and appeals. At the Airport's sole discretion, an informal hearing may be held with affected parties to gather additional information. The Department Director shall issue a written decision to the protestor, stating the reasons for the decision.
2. Appeal to Airport's Chief Executive Officer (CEO): Any further appeal of a formal decision by the Department Director must be received by the Airport's CEO within two (2) business days of receipt of such decision. Properly and timely filed appeals of the decisions of the Department Director shall be reviewed and investigated by the Airport CEO, who shall issue the Airport's final decision.

### **Failure to Meet Deadline**

1. Failure to meet any applicable deadline for a protest and appeal shall constitute a waiver of any and all rights to protest and appeal.

### **Administrative Requirements**

**Cost of the Proposal:** The Airport shall not, under any circumstances, be responsible for any costs or expenses associated with the Proposal submitted including, but not limited to, research, investigation, development, preparation, duplication, production, collation, packaging, delivery, transmittal, or presentation of the Proposal or any other

related information, data, documentation, and material. All costs and expenses incurred by the Proposer in connection with the Proposal submitted shall be the sole responsibility of (borne solely by) the Proposer.

**Public Disclosure:**

1. Property of Airport: Proposals submitted to the Airport shall become the property of the Airport and shall not be returned to the Proposer.
2. Proposals are Public Records: Pursuant to Chapter 42.56 RCW, Proposals submitted under this RFP shall be considered public records and with limited exceptions will be available for inspection and copying by the public. Except to the extent protected by state and/or federal laws, Proposals shall be considered public documents and available for review and copying by the public after an award of contract is made by the Airport Board.
3. Public Records Exemption: Any proprietary information included in the Proposal that the Proposer wishes to remain confidential (to the extent allowed under the laws of the State of Washington) should be clearly identified as "Confidential" in the Proposal. In addition, the Proposer must provide the legal basis for the exemption to the Airport.
4. Proposals Not Marked as Confidential: If a Proposal does not clearly identify the confidential portions, the Airport will not notify the Proposer that its Proposal will be made available for inspection and copying.
5. Process for Disclosing Information: If a request is made for disclosure of material or any portion marked "Confidential" by the Proposer, the Airport will determine whether the material should be made available under the law. If the Airport determines that the material is not exempt and may be disclosed, the Airport will notify the Proposer of the request and allow the Proposer ten (10) business days to take appropriate action pursuant to RCW 42.56.540. If the Proposer fails or neglects to take such action within said period, the Airport may release the portions of the Proposal deemed subject to disclosure.
6. Indemnification by Proposer: To the extent that the Airport withholds from disclosure all or any portion of Proposer's documents at Proposer's request, Proposer shall agree to fully indemnify, defend and hold harmless the Airport from all damages, penalties, attorneys' fees and costs the Airport incurs related to withholding information from public disclosure.
7. No Claim Against Airport: By submitting a Proposal, the Proposer consents to the procedure outlined in this section and shall have no claim against the Airport because of actions taken under this procedure.

**Basic Eligibility:** The successful Proposer must be licensed to do business in the State of Washington and must have a state Unified Business Identifier (UBI) number. In

addition, the successful Proposer must not be debarred, suspended, or otherwise ineligible to contract with the Airport, and must not be on the federal government's list of firms suspended or debarred from working on federally funded projects.

**Non-Discrimination:** All Proposers will be afforded the full opportunity to submit Proposals in response to this RFP, and no person or firm shall be discriminated against on the grounds of race, color, age, sex, or national origin in consideration for an award issued pursuant to this RFP.

**Approval of Sub-Consultants:** The Airport retains the right of final approval of any sub-consultant of the selected Proposer who must inform all sub-consultants of this provision.

**Other Contracts:** During the original term and all subsequent renewal terms of the contract resulting from this RFP, the Airport expressly reserves the right, through any other sources available, to pursue and implement alternative means of soliciting and awarding similar or related services as described in this RFP.

**Funding Availability:** By responding to this RFP, the Proposer acknowledges that for any contract signed as a result of this RFP, the authority to proceed with the work is contingent upon the availability of funding.

**Prohibition Against Lobbying:** The Proposer shall not lobby, either on an individual or collective basis, the Airport Board (its associated City and County employees, or outside advisors) or any federal, state, or local elected or public officials or staff regarding this RFP or its written Proposal. Proposers, the Proposer's acquaintances, friends, family, outside advisors, agents, or other representatives shall not contact the Airport Board (its associated City and County employees, or outside advisors) or any federal, state, or local elected or public officials or Airport staff to arrange meetings, visits, or presentations to influence the outcome of the selection process. Violation of this provision, by or on behalf of a Proposer, intentionally or unintentionally, will result in disqualification of the Proposer and/or rejection of a written Proposal.

**Insurance:** Prior to execution of a Contract for services under this RFP, the successful Proposer will be required to provide acceptable evidence of insurance coverage consistent with the insurance requirements outlined in the Airport's standard Consultant or Service Contract. A draft copy of the contract for reference is attached as part as this RFP.

## **About Spokane International Airport**

The Airport is jointly owned by Spokane County and the City of Spokane. The County and City operate the airport under provisions of RCW 14.08 which establishes the operation of airports by more than one municipality under joint agreement. The operating authority of the Airport is the Spokane Airport Board, consisting of seven appointees from the two governmental bodies.

The Board is responsible for the oversight of Spokane International Airport, Felts Field, and the Airport Business Park. The Board also has a Grant of Authority to operate Foreign-Trade Zone #224.

Spokane International Airport (SIA) is a commercial service airport served by six airlines and two air cargo carriers. The airport processed approximately 3 million passengers and 65,661 U.S. air cargo tons in 2014. It is the second largest airport in the State of Washington and recognized by the FAA as a small hub airport.

Six rental car agencies operate eight rental car brands at the SIA. The agencies operate on Airport property although most have other locations in the region. There are no other rental car agencies serving the airport from off-site locations.

The Airport owns and operates on site public parking facilities at SIA. The parking facilities consist of two garages, three surface lots, two employee lots and three meter lots, totaling 7,584 spaces. There are third-party parking operators and hotels in close proximity to the Airport offering competing offsite parking.

Felts Field is a general aviation reliever airport that had 54,881 aviation operations in 2014 and is home to over 150 aircraft and 68 tenants. The airport has one Fixed Based Operator and avionics services are available. The Airport has two paved runways and a turf landing strip as well as the ability to accommodate water landings on the adjacent Spokane River.

The Airport Business Park is an industrial and business park development strategically located adjacent to the international airport facilities and Interstate 90, it has 42 buildings and 30 tenants.

**ATTACHMENT A**

**Spokane International Airport  
Request for Proposals for**

**Landside Snow Removal Services Parking Lots & Ground Transportation &  
Common Use Roadways**

**PROPOSAL INFORMATION FORM**

|   |                                       |
|---|---------------------------------------|
| Name of Proposing Firm:                                   | Contact Individual's Name:            |
| Address of Contact Individual:                            |                                       |
| Phone Number of Contact Individual:                       | E-mail Address of Contact Individual: |
| State of Washington UBI Number:                           |                                       |
| Receipt is hereby acknowledged of Addenda No(s):<br>_____ |                                       |

**OFFICIAL AUTHORIZED TO SIGN FOR PROPOSER:**

|   |   |
|---|---|
| "I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct": |   |
| Signature:  | Date:                                     |
| Print Name and Title  | Location or Place Executed: (City, State) |

The above authorized individual makes the following affirmations on behalf of the proposing firm:

1. I am authorized to make these affirmations;
2. All answers and statements made in the Proposal are true and correct;
3. In preparing this Proposal, the financial information contained in it has been arrived at independently and without consultation, communication or agreement with the Board, or other Proposers, to restrict competition as to any matter relating to this RFP.
4. No fee or commission, or any other thing of value, has been paid or agreed to be paid to any employee, agent, representative, official or current consultant of the Board in order to procure the contract described in this RFP;
5. The firm is properly licensed, or will obtain, proper licenses prior to commencement of services, to conduct business in the state of Washington if legally required.

# ATTACHMENT B – SITE PLAN

(Purple areas represent short-term snow staging)

(Red areas represent long-term snow staging)



**ATTACHMENT C – PROPOSAL FORM**

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The Proposer hereby offers to enter into a contract with the Airport to provide Landside Snow Removal services as specified at Spokane International Airport, under the terms and conditions set forth in the Request for Proposals (RFP) and the Landside Snow Removal Services Contract. In furtherance of this offer, the Proposer agrees to bill the Airport the hourly rates as specified in this proposal.

Proposer is bound by this offer for period of thirty (30) days following the date of proposal opening. It is understood by the Proposer that the Airport reserves the right to reject any and all proposals.

**All qualified interested parties are required to provide the Airport with the following:**

1. The hourly bill rate(s) for requested services as outlined in the Scope of Work under Equipment List:

|  |                      |
|--|----------------------|
| Superintendent                           | \$_____ .00 per hour |
| Truck with 10' plow                      | \$_____ .00 per hour |
| Truck with 12' plow                      | \$_____ .00 per hour |
| Front End Loader for stacking or loading | \$_____ .00 per hour |
| Full size 15-yard dump truck for hauling | \$_____ .00 per hour |
| Laborers (Snow Blowers/Brooms/Shovels)   | \$_____ .00 per hour |

2. List all equipment that will be staged at SIA for the entire term of the contract:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



CONTRACT # \_\_\_\_\_

SERVICE CONTRACT

BETWEEN

SPOKANE AIRPORT

AND

\_\_\_\_\_

SAMPLE

TABLE OF CONTENTS

1. TERM..... 1

2. FEES..... 1

3. SCOPE OF WORK ..... 2

4. RELATIONSHIP OF THE PARTIES ..... 2

5. CONTRACTOR’S RIGHTS AND OBLIGATIONS ..... 2

6. SECURITY ..... 3

7. INDEMNITY AND WAIVER OF DAMAGES..... 4

8. INSURANCE ..... 5

9. FORCE MAJEURE..... 5

10. NON-PERFORMANCE ..... 5

11. CANCELLATION OF CONTRACT ..... 6

12. ADVERTISING AND SIGNS ..... 6

13. LEGAL CLAIMS AND ATTORNEY FEES ..... 6

14. GOVERNMENT RESERVATIONS AND RESTRICTIONS ..... 7

15. CONTRACT SUBORDINATE TO BOND ORDINANCE ..... 7

16. FEDERAL NONDISCRIMINATION ..... 8

17. SEVERABILITY ..... 9

18. NON-WAIVER OF BREACH..... 9

19. SUBMISSION OF CONTRACT ..... 9

20. SURVIVAL OF INDEMNITIES ..... 9

21. APPLICABLE LAW; VENUE; WAIVER OF TRIAL BY JURY ..... 9

22. NOTICES ..... 10

23. TIME OF ESSENCE..... 10

24. PARAGRAPH HEADINGS ..... 10

SERVICE CONTRACT

THIS SERVICE CONTRACT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between SPOKANE AIRPORT, by and through its AIRPORT BOARD, created pursuant to the provisions of Section 14.08.200 of the Revised Code of Washington, as a joint operation of the City and County of Spokane, municipal corporations of the State of Washington, hereinafter referred to as "Airport" and \_\_\_\_\_, a Corporation organized and existing under the laws of the State of \_\_\_\_\_, hereinafter referred to as "Contractor;

WITNESSETH

WHEREAS, the Airport Board is the administrator and operator of SPOKANE INTERNATIONAL AIRPORT, hereinafter referred to as "SIA", located in the City and County of Spokane, State of Washington, and is authorized to enter into contracts for goods and services and grant leases for real property and premises at SIA for the promotion, accommodation and development of commerce, commercial and general aviation air transportation; and

WHEREAS, the parties hereto desire to enter into a Service Contract, hereinafter referred to as "Contract", granting the Contractor the use, together with others, of SIA and its appurtenances for the purpose of providing landside snow removal service for the Airport, as set forth in the Request for Proposals dated \_\_\_\_\_ and as agreed to in the Proposal submitted by Contractor, both of which are incorporated herein by this reference.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties hereto agree for themselves, their successors and assigns as follows effective \_\_\_\_\_, 20\_\_\_\_:

1. TERM

The term of this Contract shall be three (3) year(s) commencing October 1, 2017 and expiring on September 30, 2020. The Airport shall have the option to renew this Contract for two (2) additional one (1) year term(s), providing that the work performed under this Contract has been fully satisfactory as determined solely by the Airport. Such option(s) shall be under the same terms and conditions contained herein except for the financial consideration and scope of work, which may be renegotiated as set forth in Article 2 - FEES, Paragraph B. Said option(s) may be exercised by written notice from the Airport to the Contractor not later than one hundred twenty (120) days prior to the expiration of the current term.

2. FEES

A. For the term commencing October 1, 2017 and expiring September 30, 2020, the Airport shall pay Contractor in accordance with the terms set forth Attachment A. Contractor shall submit to Airport a detailed invoice of all fees, charges or costs for the preceding month, and payment by Airport shall be due thirty (30) days after Airport's receipt of such detailed invoice.

B. Fees quoted shall be firm for the term of the Contract. If the Airport exercises the option to renew, acceptance of a fee change for said services will be contingent upon renegotiation between the parties. If mutual agreement has not been achieved within ninety (90) days prior to the expiration of the current term, said option will be null and void. Agreement on any price change shall remain firm for the renewal year. Price changes for any option periods shall not exceed provable changes in expenses for labor and materials by the Contractor. All amendments or modification to this Contract, including but not limited to a fee change, shall be mutually-agreeable and set forth in a separate writing executed by both Contractor and the Airport.

### 3. SCOPE OF WORK

All work will be accomplished per Attachment A attached hereto and made a part hereof.

### 4. RELATIONSHIP OF THE PARTIES

22. The parties intend that an independent contractor relationship will be created by this Contract. The Airport is interested only in the results to be achieved, and the conduct and control of all services or work will lie solely with the Contractor. No agent, employee, servant or otherwise of the Contractor shall be or shall be deemed to be an employee, agent, servant or otherwise of the Airport for any purpose, and the employees of the Contractor are not entitled to any of the benefits that the Airport provides for its employees. The Contractor will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors, or otherwise during the performance of this Contract. In the performance of the services herein contemplated, the Contractor is an independent contractor with the authority to control and direct the performance and details of the work, the Airport being interested only in the results obtained; however, the work contemplated herein must meet the approval of the Airport pursuant to the provisions of the proposal under which the services and work were let to the Contractor.

### 5. CONTRACTOR'S RIGHTS AND OBLIGATIONS

The parties hereto covenant and agree as follows:

A. Subject to and in accordance with all applicable laws and ordinances and such reasonable rules and regulations as may be adopted by the Airport for the regulation thereof, Contractor may, together with others, use SIA and its appurtenances together for the purpose of providing the Airport with the work set forth in Attachment A at SIA. The privileges granted hereby shall be non-exclusive, and include without limiting the generality thereof.

B. Contractor's equipment, used by the Contractor shall be maintained at Contractor's sole expense, in good, safe and operative order, and in a clean and neat condition.

C. Personnel performing services at SIA shall be neat, clean and courteous. Contractor shall not permit its agents, servants or employees to conduct business or otherwise act in a loud, noisy, boisterous, offensive or objectionable manner.

D. Contractor shall observe and comply with any and all applicable Airport, federal, state and local laws, statutes, ordinance and regulations and shall abide by and be subject to all

reasonable rules and regulations which are now, or may from time to time, be promulgated by any federal, state or local government or agency thereof.

E. Contractor shall be responsible for all its expenses in connection with its operation at SIA and the rights and privileges herein granted, including without limitation by reason of enumeration, taxes, permit fees, license fees and assessments lawfully levied or assessed upon the Contractor, and secure all such permits and licenses as may be lawfully required.

F. To the extent of its capabilities, Contractor agrees to cooperate with the Airport and/or any other Contractor in dealing with aircraft or related emergencies at SIA.

G. All vehicles shall display signs on both exterior sides of the vehicle doors identifying Contractor's business. Signs shall be no smaller than 8-1/2" by 11."

## 6. SECURITY

A. Contractor recognizes its obligations for security on SIA as prescribed by 49 CFR Part 1542, and agrees to employ such measures as are necessary to prevent or deter the unauthorized access of persons or vehicles into the secure area of SIA. Contractor shall comply with Transportation Security Regulation Part 1542 (Airport Security) and Airport security policies as presently outlined in its Airport Security Plan, as such Plan may be amended from time to time. Contractor shall pay any forfeitures or fines levied upon it, the Airport or SIA through enforcement of Transportation Security Regulation Part 1542, or any other applicable federal, state or local regulation, due to the acts or omissions of Contractor, its employees, agents, suppliers, invitees or guests and for any attorney fees or related costs paid by the Airport as a result of any such violation.

B. Contractor shall abide by rules and regulations adopted by the Airport in carrying out the Airport's obligations under Aviation Security Regulations and Directives for the proper identification of persons and vehicles entering the aircraft operations area and other security measures as the Airport deems necessary from time to time. Contractor shall obtain SIA identification badges for all personnel working in restricted areas, which will require each worker to complete the SIA ID Card Application Form, available from the SIA Police. The applicant must submit his/her fingerprints for a criminal history check, for which the current cost is \$35.00. Contractor shall also pay a Fifteen Dollar (\$15.00) fee for the issuance of a new badge and the renewal of each ID Badge. The cost shall be the responsibility of the Contractor. The cost may be amended by the Airport from time to time. The Contractor shall deliver to the SIA Police Department in writing the names, mailing addresses and telephone numbers of all employees performing services under this Contract. Any change in personnel shall be reported to the Airport and the SIA Police Department. The Contractor shall be responsible for the prompt recovery of Airport keys and security identification badges.

C. Pursuant to applicable federal regulations, Contractor shall conduct an annual self-audit of Airport access media, such as keys and access cards, used by Contractor, its employees, agents, suppliers, invitees, sub-contractors or guests. Contractor shall provide the Airport with a written report of said audits and shall replace, reset or re-key, as appropriate, all affected Airport area access locks or devices whenever missing, lost, or stolen access media exceed five (5) percent of the access media issued for the affected lock or device.

D. The Contractor will comply with rules, practices, security restrictions and regulations as set forth by the Airport or any agency having jurisdiction at SIA. Any fines assessed against the Airport as a result of the Contractor's failure to comply with the provisions of this paragraph or other intentional or negligent acts or omissions of Contractor, its employees or agents will be paid promptly, upon demand, to the Airport by the Contractor.

E. All employees assigned by the Contractor shall be physically able to do their assigned work. The Airport shall have complete control over granting, denying, withholding or terminating security clearance for said employees. Clearance is required for all employees upon being hired or assigned to SIA. Contractor shall not permit any employee to begin work until SIA Police grants clearance to each individual employee.

F. Contractor employees shall identify, challenge, and report all unauthorized personnel (anyone without proper SIA-issued identification) to SIA Police Department in the SIA Terminal during all hours. NOTE: SIA Police are in the Terminal twenty-four (24) hours per day, seven (7) days per week.

## 7. INDEMNITY AND WAIVER OF DAMAGES

A. The Contractor shall indemnify, hold harmless and defend the Airport, the City and County of Spokane, their elected and appointed officials, agents, employees and representatives from and against any and all claims and actions, demands, damages, civil penalties, charges, judgments, losses, liabilities of any character or kind and other legal actions and proceedings of whatever nature, including reasonable attorney's fees (including fees to establish the right to indemnification) resulting from, arising out of, related to, or caused by Contractor's or Subcontractor's conduct of business or from any activity or other things done, permitted, or suffered by Contractor in, or about the Premises or SIA or other act or failure to act, excluding only claims or actions arising out of the sole negligence of the Airport, the City and County of Spokane, their elected and appointed officials, agents and employees, provided that the Airport shall give the Contractor prompt and reasonable notice of any such claim or actions made or filed against it.

B. Contractor hereby agrees to release and hold harmless the Airport, the City and County of Spokane, its elected and appointed officials, agents and employees, from any damages to the Contractor caused by noise, vibrations, fumes, dust, fuel particles and all other effects that may be caused by the operation of aircraft landing at or taking off from, or operating at or on SIA; and the Contractor does hereby fully waive, remise and release any right or cause of action which it may now have or which it may have in the future against the Airport, its successors and assigns, due to such noise, vibrations, fumes, dust, fuel particles, and all other effects that may be caused or may have been caused by the operation at or on SIA. The above exception shall not limit a cause of action against other persons or entities, including licensees, concessionaires or aircraft operators.

C. Contractor further agrees to hold the Airport, the City and County of Spokane, their agents, officials and employees free and harmless for any claims arising out of the damage, destruction or loss of any or all of Contractor's equipment excluding any claims arising out of the sole negligence of the Airport, the City and County of Spokane, their elected officials, agents and employees.

## 8. INSURANCE

The Contractor shall, at its own cost and expense, maintain insurance in full force and effect during the term of this Contract in such amounts as to meet the minimum limits of liability specified below, and insurance shall be placed with companies or underwriters authorized to issue said insurance in the State of Washington and carry a Best's rating no lower than A-. Failure to obtain and maintain such insurance shall constitute a default under this Contract. The insurance policy(ies) shall be the standard comprehensive insurance coverage, with aircraft exclusions deleted, to cover all operations of the Contractor. The policy(ies) shall include, but not by way of limitation, bodily injury; property damage; automobile including owned, non-owned, leased and hired; aircraft; and contractual coverage, including the obligations pursuant to Article 7 - INDEMNITY AND WAIVER OF DAMAGES, herein. The Airport, the City and County of Spokane, their elected and appointed officials, agents and employees shall be named as additional insureds with respect to the Contractor's use of SIA and the Premises which are the subject of this Contract. The Contractor's insurance shall be primary and non-contributory with any insurance maintained by the additional insureds. Contractor shall promptly upon execution of this Contract, furnish to the Airport appropriate certificates of insurance and additional insured endorsements evidencing coverage affected and to be maintained for the term of this Contract. The coverage shall not be less than One Million Dollars (\$1,000,000), combined single limit with an annual aggregate coverage of Two Million Dollars (\$2,000,000). The automobile coverage shall not be less than One Million Dollars (\$1,000,000) for owned, non-owned and hired automobiles. The Contractor's insurance policies shall be endorsed so that the insurance carrier will provide the Airport with at least thirty (30) days notification prior to cancellation or material change. Such notice of cancellation or material change shall be mailed to the Airport by certified mail. Where any policy(ies) has/have normal expirations during the term of this Contract, written evidence of renewal shall be furnished to the Airport at least thirty (30) days prior to such expiration. Upon written request by the Airport, Contractor shall permit the Airport to inspect the originals of all applicable policies. The Contractor's insurance identified in this Article 8 shall include a waiver of subrogation in favor of the additional insured. This Article 8-INSURANCE, shall be subject to periodic adjustments by the Airport.

## 9. FORCE MAJEURE

Neither the Airport or Contractor shall hold the other responsible for damages or delays in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the others employees and agents.

## 10. NON-PERFORMANCE

A. Contractor shall perform all work to the satisfaction of the Airport, who shall have the right of inspection at all times and whose appraisal and acceptance of the work shall be a precedent to any payment made by the Airport under this Contract.

B. In the event of any dispute regarding employee(s), or scope of work required under this Contract, the decision and judgment of the Airport shall be final and binding.

C. Contractor understands and acknowledges the work obligated Contractor to be on call on a twenty-four (24) hours basis and SIA Parking and Ground Transportation personnel shall

determine, in their sole discretion, when landside snow removal services are necessary or required. Upon notification by SIA Parking and Ground Transportation personnel that such services are necessary or required, Contractor shall be on the Premises and providing such services no later than forty-five (45) minutes from receipt of such notification. Contractor expressly acknowledges that such on call and timing requirements are material to the work and so important that the Airport may reasonably expect to suffer damage if such on call and timing requirements are not fulfilled. Contractor further expressly acknowledges the extent or amount of such damage would be difficult or impossible for Airport to estimate accurately or prove. Accordingly, Contractor's failure or refusal to be on the Premises and providing such services within the required time period shall result in liquidated damages being assessed against the Contractor. Said liquidated damages shall be assessed on the basis of a thirty (30) minute period the Contractor is not on the Premises and providing such services after the forty-five (45) minute period has lapsed. Thus, the Airport shall deduct two (2) hours of service for each thirty (30) minute period that Contractor is not on the Premises and providing such services. The hourly rate of the liquidated damages shall be the average of the Contractor's composite hourly rates.

#### 11. CANCELLATION OF CONTRACT

This Contract shall be subject to cancellation by the Airport upon thirty (30) days advance written notice should Contractor fail to perform the services as outlined in the Scope of Work and as agreed to in the Proposal submitted by Contractor.

#### 12. ADVERTISING AND SIGNS

Contractor shall have the right, at its own expense to utilize and maintain signs for the purpose of identification and cautionary notifications. Any signage shall be of professional quality and prior to utilization of such signage, the Contractor shall obtain the approval of the Airport. The right to utilize identification signs or cautionary signs for information to the traveling public shall be at a location, in the number and type, size and design approved in writing by the Airport. In the event the signs are removed and not replaced, Contractor shall repair the area to its normal appearance. To the extent that Contractor uses any electronic medium for identification and/or advertising which includes any reference to Contractor's relationship with SIA, Airport shall have the right to review and approve the same.

#### 13. LEGAL CLAIMS AND ATTORNEY FEES

A. Each party hereto shall promptly report to the other any claim or suit against it arising out of or in connection with the Contractor's operation at SIA. The Airport and Contractor shall each have the right to compromise and defend the same to the extent of its own interest; provided the defense of the same has not been tendered and accepted by the other party. The Contractor is an independent contractor in every respect, and not the agent of the Airport.

B. In the event either party requires the services of an attorney in connection with enforcing the terms of this Contract or in the event suit is brought for the recovery of any rent, fees or other sum or charges otherwise payable by Contractor, this Contract or the breach of any covenant or condition of this Contract, or for the restitution of the Premises to the Airport and/or eviction of Contractor during the term of this Contract, or after the expiration thereof, the prevailing party will be entitled to reasonable attorneys' fees, consultants' fees, witness fees and



other costs, both at trial and on appeal. For purposes of calculating attorneys' fees, legal services rendered on behalf of the Airport by public attorneys shall be computed at hourly rates charged by attorneys of comparable experience in private practice in Spokane, Washington.

14. ANTI-KICKBACK

No officer or employee of the Airport, having the power or duty to perform an official act or action related to this Contract shall have or acquire any interest in the Contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this Contract.

15. GOVERNMENT RESERVATIONS AND RESTRICTIONS

The rights granted by this Contract shall be subject to all enforced reservations and restrictions, including but not limited to, the following:

A. It is understood and agreed to by Contractor that nothing herein contained shall be construed to grant or authorize the granting of any exclusive right forbidden by the Airport Development Act, 49 U.S.C., 47101, et seq., and Section 308 of the Federal Aviation Act of 1958 and as amended.

B. During time of war or national emergency, the Airport shall have the right to lease the landing area or any part thereof to the United States Government for military or naval use and, if such Contract is executed, the provisions of this Contract insofar as they are inconsistent with the provisions of the agreement or lease with the Government, shall be suspended.

C. This Contract shall be subject to the terms of any sponsor's assurances and agreements now required or imposed in the future, between the Airport and the Federal Aviation Administration or any successor Federal agency.

D. This Contract shall be subordinate to the provisions of any existing or future agreement between the United States Government and the Airport relative to the operation or maintenance of SIA, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of SIA, by the provisions of the Airport Improvement Program, and as the program may be amended, or any other federal act, deed, grant agreement or program affecting the operation, maintenance of SIA now or in the future; provided however, that the Airport shall, to the extent permitted by law, use its best efforts to cause any such agreements to include provisions protecting and preserving the rights of Contractor in and to the Premises and improvements thereon. Failure of Contractor to comply with the requirements of any existing or future agreement between the Airport and the United States Government, which failure shall continue after reasonable notice to make appropriate corrections, shall be cause for immediate termination of Contractor's rights hereunder.

16. CONTRACT SUBORDINATE TO BOND ORDINANCE

This Contract and all rights of the Contractor hereunder are expressly subordinated and subject to the lien and provisions of any pledge or assignment made by the Airport, the City of Spokane or County of Spokane to secure any bonds authorized by law to be issued for the

development or improvement of SIA, and the Airport and the Contractor agree that the holders of the said Bonds shall possess, enjoy and may exercise all rights of the Airport hereunder to the extent such possession, enjoyment and exercise are necessary to ensure compliance by Contractor and the Airport with the term and provisions of the bond covenants.

## 17. TITLE VI ASSURANCES

During the performance of this Contract, the Consultant, for itself, its assignees and successors in interest agrees as follows:

A. Compliance with Regulations: Consultant shall comply with the Regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Contract.

B. Nondiscrimination: The Consultant, with regard to the work performed by them during the Contract shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.

C. Solicitation of Subcontracts Including the Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Consultant for work to be performed under subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the obligations under this Contract and the Regulations relative to nondiscrimination.

D. Information and Reports: The Consultant, and all subcontractors and suppliers of the Consultant, shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Airport or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Airport or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of the Consultant's non-compliance with the nondiscrimination provisions of this Contract, the Airport shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to withholding of payments to Consultant until Consultant complies, and/or cancellation, termination, or suspension of the agreement in whole or in part.

## 18. MAINTENANCE OF RECORDS

Consultant shall make available to the Airport's auditor, or his fully authorized representative, all records created as a result of the Contract including pertinent information which Consultant shall have kept in conjunction with this Contract and which the Airport may be required by law to include or make part of its auditing procedures, or which may be required for the purpose of funding the service contracted for herein. Consultant agrees to maintain a copy of said records for a minimum of seven (7) years following completion of its services.

19. SEVERABILITY

If any term or provision of this Contract shall to any extent be held invalid or unenforceable, the remaining terms and provisions of this Contract shall not be affected thereby, but each term and provision of this Contract shall be valid and be enforced to the fullest extent permitted by law.

20. NON-WAIVER OF BREACH

The waiving of any of the covenants of this Contract by either party shall be limited to the particular instance and shall not be deemed to waive any other breaches of such covenants. The consent by the Airport to any act by the Contractor requiring the Airport's consent shall not be deemed to waive consent to any subsequent similar act by the Contractor.

21. SUBMISSION OF CONTRACT

The submission of this document for examination and negotiation does not constitute an offer to enter into or renew a contract or agreement. This document shall become effective and binding only upon execution and delivery hereof by the Airport and Contractor. No act or omission of any officer, employee or agent of the Airport shall alter, change or modify any of the provisions hereof.

22. SURVIVAL OF INDEMNITIES

All indemnities provided in this Contract shall survive the expiration or any earlier termination of this Contract. In any litigation or proceeding within the scope of any indemnity provided in this Contract, Contractor shall, at the Airport's option, defend the Airport at Contractor's expense by counsel satisfactory to the Airport.

23. APPLICABLE LAW; VENUE; WAIVER OF TRIAL BY JURY

This Contract, and the rights and obligations of the parties hereto, shall be construed and enforced in accordance with the laws of the State of Washington. Jurisdiction and venue for any action on or related to the terms of this Contract shall be exclusively in either the United States District Court for the Eastern District of Washington at Spokane or the Spokane County Superior Court for the State of Washington, and the parties irrevocably consent to the personal jurisdiction of such courts over themselves for the purposes of determining such action and waive any right to assert a claim for inconvenient forum. In any action on or related to the terms of this Contract, the parties (for themselves and their successors and assigns) hereby waive any right to trial by jury and expressly consent to trial of any such action before the court.

24. NOTICES

All payments, demand and notices required herein shall be deemed to be properly served if hand delivered, or if sent by certified or registered mail, postage prepaid, to the last address previously furnished by the parties hereto. Until hereafter changed by the parties, in writing, notices shall be addressed as follows:

AIRPORT: SPOKANE AIRPORT  
Parking and Ground Transportation Department  
9000 W. Airport Drive, Suite 204  
Spokane, WA 99224

CONTRACTOR: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The date of service of such notice shall be the date such notice is deposited in a post office of the U.S. Post Office Department.

25. TIME OF ESSENCE

It is mutually agreed that time is of the essence in the performance of all covenants and conditions to be kept and performed under the terms of this Contract.

26. PARAGRAPH HEADINGS

Paragraph headings contained herein are for convenience in reference only and are not intended to define or limit the scope of any provision of this Contract.

IN TESTIMONY WHEREOF, witness the signature of the parties hereto the day and year first above written.

SPOKANE AIRPORT BOARD: APPROVED AS TO FORM:

By: \_\_\_\_\_  
Title: \_\_\_\_\_ Brian M. Werst  
General Counsel

CONTRACTOR  
\_\_\_\_\_  
Title: \_\_\_\_\_  
UBI # \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
\_\_\_\_\_ ) ss.  
COUNTY OF \_\_\_\_\_ )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that he/she signed this instrument and stated that he/she was authorized to execute the instrument and acknowledged it as the

\_\_\_\_\_ of the \_\_\_\_\_ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Notary Public  
Print Name \_\_\_\_\_  
My commission expires \_\_\_\_\_

SAMPLE

CONTRACT # \_\_\_\_\_

**Attachment A**

**To be filled out at a later date**

SAMPLE

